

# 10-YEAR COMMERCIAL WARRANTY

## 10-YEAR COMMERCIAL WARRANTY ON MILGARD PRODUCTS PURCHASED IN CANADA AFTER 1/1/17 (THIS IS NOT A CONSUMER WARRANTY)

Milgard Manufacturing Incorporated ("Milgard") guarantees to the original commercial purchaser ("Original Commercial Purchaser") of Milgard windows or doors (hereafter referred to as "Products") installed in (i) a single family home or a multi-family home unit that is not owner-occupied or (ii) a building used for commercial, governmental, fraternal or religious purposes (collectively a "Covered Building") as new construction or as replacements, that Milgard will, at Milgard's option, either repair or replace any Products that are found to be defective in materials or workmanship during the ten (10)-year warranty period defined below ("Warranty Period") provided that Milgard receives prompt notice of such defective materials or workmanship. Milgard will pay the costs of parts and labor, except that the Original Consumer Purchaser must provide at no cost to Milgard any scaffolding or lift equipment that may be required to repair or replace the Product (e.g. because of the height or location of the Covered Building). If repair or replacement is not commercially practical or cannot timely be made, then Milgard will refund the purchase price. The foregoing remedies are the exclusive remedies for breach of warranty. For the repair of exterior painted surfaces that fail other than due to natural weathering, Milgard, at its option, will refinish, at its cost, the exterior painted surface to be similar in appearance to the original exterior surface.

### PERSONS COVERED AND DEFINITION OF WARRANTY PERIOD

This Warranty extends to the Original Commercial Purchaser of Milgard Products installed in a Covered Building. The Warranty Period starts on the date of purchase of a Covered Building as new construction or the date of purchase of Milgard Products that are installed as replacements ("Start Date") and expires ten (10) years after the Start Date. In addition, if the Original Commercial Purchaser sells a Covered Building before ten (10) years has elapsed after the Start Date, Milgard will automatically extend full coverage under this Warranty (subject to the same limitations and exclusions) to the new commercial owner and any subsequent commercial owners of the Covered Building, until the tenth (10th) anniversary of the Start Date.

### TERRITORY EXCEPTION TO 10-YEAR COMMERCIAL WARRANTY

The 10-year commercial warranty extends only to Products installed in a Covered Building located within a 100 kilometer radius of the Milgard certified dealer on the Canadian mainland from whom such Products were purchased (a "Certified Dealer Territory"). The Certified Dealer Territory applies to Vancouver Island, Gabriola Island, Salt Spring Island, Quadra Island, Denman Island, Pender Island, Kuper Island and Thetis Island in their entireties. Any Products installed in a Covered Building located outside of the applicable

Certified Dealer Territory have different warranty coverage as follows: Milgard will provide replacement parts with respect to such Products that are defective in materials and workmanship at no charge to the Original Purchaser for a period of five (5) years after Start Date. Labor is excluded from such coverage.

### EXCLUSIONS FROM COVERAGE

This Warranty does not cover damage or defects relating to misuse, abuse, the use of applied tints or films, broken glass, alterations including but not limited to customer-applied finishes, minor imperfections in glass that do not affect the Product's structural integrity or significantly obscure vision, normal wear and tear including but not limited to natural weathering of exterior finishes, broken glass, acts of nature (e.g. fire, hurricane, etc.), condensation

(moisture or ice forming on the surface of the glass or frame) or damage as a result of condensation (except to the extent such condensation or damages therefrom are caused by failure of the Product), improper storage, improper handling, improper installation, or failure to properly care for and maintain Milgard Products\*\*\*. Normal wear, including discoloration, on hardware component finishes is not a defect and is not covered by this Warranty. Loss of functionality of hardware (except as provided below for stainless steel hardware\*\*) in highly corrosive environments, which includes any Covered Building located within 3.5 kilometers of salt water is also excluded from coverage. For Milgard Products with argon or krypton gas-filled insulating glass, Milgard injects the gas at the time of manufacture. The gradual dissipation of inert gas may occur naturally over time and is not a defect. Other than gas loss due to seal failure, this warranty does not cover the gradual dissipation of inert gas or the amount of inert gas remaining in the Milgard Products at any time after manufacture. This Warranty does not apply to any Products that are installed in a Covered Building that has a non-drainable EIFS or DEFS siding product. Milgard Essence Series® fiberglass windows and doors may, as an option, be purchased with unfinished wood interior surfaces that must be finished prior to, or immediately after installation for maximum protection. Unfinished wood surfaces that experience water damage at the jobsite or are left unfinished after installation and become stained or damaged will not be considered as defective in materials or workmanship under the terms of this Warranty.

Milgard reserves the right to modify or discontinue any of its Products. For the repair or replacement of modified or discontinued Products, Milgard will have the right to substitute current Products and components of equal quality and as similar in appearance as possible. Milgard will not be obligated to replace discontinued Products and components for which no similar alternatives are available.

### DISCLAIMER OF WARRANTY

Except for the express warranty contained herein, Milgard extends no other warranties, whether express, implied or statutory, and Milgard expressly disclaims the implied warranties of merchantability and fitness or a particular purpose.

### LIMITATION OF REMEDIES

In no event will Milgard be liable for incidental, indirect, special or consequential damages, whether based on breach of express or implied warranty or condition, breach of contract,

negligence, strict liability or any other legal theory. Such damages include, but are not limited to lost rents or profits, loss of use, claims of third parties and property damage. To the maximum extent permitted by applicable law, any claim arising under this Warranty or relating to nonperformance thereof shall be commenced within one (1) year from the date the claim arises.

### CONTACT US

To obtain service under this Warranty, contact us at 1-800-Milgard or access Milgard's website at [www.milgard.com](http://www.milgard.com). Please keep this certificate for your files.

### \* SCREENS COMPONENTS

Milgard will replace any Milgard window or door screen frame and mesh that is defective in materials or workmanship at no charge to the Original Commercial Purchaser (including parts and labor) for a period of two (2) years after the Start Date. Milgard will replace the electric motor or basic drive unit of Milgard's operable skylights that are defective in materials or workmanship at no charge to the Original Purchaser (including parts and labor) for a period of two (2) years after Start Date.

### \*\* STAINLESS STEEL HARDWARE

Milgard will replace at no charge (parts and/or labor) to the Original Commercial Purchaser stainless steel hardware that loses functionality in highly corrosive environments within two (2) years after the Start Date.

### \*\*\* PROPER CARE AND MAINTENANCE

Please see the Care and Maintenance Instructions on the back side of this certificate or go to Milgard's website at [www.milgard.com](http://www.milgard.com)



Clearly the best.™

Purchase Date \_\_\_\_\_

Sales Order No. \_\_\_\_\_



Your Milgard windows and patio doors will continue to perform well if given some simple, routine Care and Maintenance Instructions. With proper care, your windows and doors will continue to operate at their best and look great. Milgard's Warranty (see reverse side or access Milgard's website at [www.milgard.com](http://www.milgard.com)) does not cover damage or defects related to a failure to follow the Care and Maintenance Instructions below.

#### GLASS CARE

Proper care of your window and door glass is important to gain the maximum effectiveness of insulating, low-e or reflective glass. Any of the "Don't" actions listed below can damage the glass surface or destroy the insulating glass seal.

Don't use any petroleum-based cleaners or caustic chemicals on your glass.

Don't use a razor blade, abrasive pad or putty knife to clean the glass.

Don't use a high-pressure spray nozzle when rinsing your glass after washing.

Do clean glass with a mild dish soap and water. Rinse completely with clean water and wipe dry with a soft cloth to avoid water spots.

Avoid washing glass in direct sunlight for best results.

Do clean screens by first removing, then washing on a clean, flat surface with a mild soap and water solution using a soft brush. Rinse, dry and reinstall.

#### MOLD AND CONDENSATION

Water condensation can occur on your window and door interior surfaces if certain conditions exist. Often it's a warning to you that excessive moisture exists in your home that may facilitate mold growth. Condensation on interior window surfaces results from higher moisture content in the air contacting lower temperature surfaces on the glass or frames. The higher your home's interior humidity and the lower the outside air temperature, the more condensation can occur.

Do check all window sashes for smooth and regular operation. Increase interior home ventilation and air exchange devices if needed.

Do use your exhaust fans, especially when showering.

Do consider installing a dehumidifier. Use ceiling fans to improve air circulation.

Do open windows and doors when practical to allow interior moisture to escape.

#### PREMIUM EXTERIOR VINYL FINISHES

As with all painted finishes, natural weathering will occur over extended periods of time. Proper care of your painted surfaces is important in maintaining the luster and color of the finish. Over extended periods of exposure to the elements, Milgard windows may require professional touch up or re-application of the finish. Please consult a painting professional when you are ready to re-apply Milgard Premium Vinyl Finishes.

Do Use a soft wet brush or absorbent cloth to carefully remove debris stuck to the painted finish.

Do periodically wash Milgard finishes using warm water, and a mild detergent on a soft absorbent cloth.

Never use solvents or solvent based cleaners of any kind on Milgard finishes.

Never use a dry cloth or hard bristle brush to clean Milgard finishes.

#### SMOOTH OPERATION

Do lubricate the moving parts of window and door hardware if not operating smoothly. Use only a spray silicone product to lubricate moving parts, being careful not to apply excessive amounts. Wipe up any drips or spills. In salt-air environments, monthly cleaning and lubrication may be necessary to preserve function (see text of warranty on reverse side for the exclusion of warranty coverage for functionality of hardware in corrosive environments).

Do inspect weather stripping on operable windows and doors to be sure it seals evenly when closed.

Do make certain that the track area is kept clean. Frequent vacuuming will clear any accumulated dirt and dust.

Do adjust sliding door rollers for proper height clearances. Door rollers are adjusted with a screwdriver through access holes in either the end or side of the sliding panel, located near the bottom of the panel.

Do adjust rolling screen doors to slide smoothly. Use a screwdriver, in all four corners, to make adjustments.

Do check on the sliding door lock strike placement if you adjust the door rollers. Adjustment is made by loosening screw fasteners, moving strike plate and tightening. Re-check for proper lock operation.

#### DRAINAGE SYSTEMS

Windows and doors use a simple drainage system or 'weep' holes designed in the frame itself. These water drainage pathways must be kept clean and clear of any obstructions to operate effectively.

It's normal for water to accumulate in the sill or track area during a period of wind-driven rain. The weep system is designed to allow the water to drain to the outside as water builds up, or outside wind pressure subsides. Clogged weep holes may prevent excess water from draining. Over time standing water can damage your window or door and lead to structural damage from mold, mildew and wood rot if water enters your wall cavities.

Do keep all sill or track surfaces clean of dirt and debris.

Do make sure that exterior weep holes are clear of any debris, stucco, sand or other obstructions.

Do use a small, soft brush (such as an old toothbrush) to clear openings.

Do regularly inspect the exterior perimeter of your window and door frames for any cracks, or cracks in the adjacent siding material that can cause moisture to penetrate. If a crack appears, seal with a good grade of sealant according to the sealant manufacturer's instructions.

#### IMPORTANT DO'S AND DON'TS

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| DO:    | Clean the frame surfaces with mild soap and water.           |
| DON'T: | Use razor blades, putty knives or abrasive scrub pads.       |
| DO:    | Use a commercial glass cleaner or mild soap and water.       |
| DON'T: | Use ANY petroleum-based cleaners or solvents.                |
| DO:    | Clean window & door tracks and weep holes.                   |
| DON'T: | Use oil-based lubricants or damage weep hole covers/baffles. |
| DO:    | Regularly check weather stripping and hardware performance.  |
| DON'T: | Add films or attachments to the glass.                       |
| DO:    | Read and understand your Warranty.                           |